



September 14, 2016

2DB00-bhb-16-006

To Whom It May Concern:

**SOLICITATION NUMBER 292738 – PROVIDE STAFFING RETENTION
CONSULTATION AND FACILITATION SERVICES**

Washington River Protection Solutions, LLC (WRPS) requests proposals for Staffing Retention Consultation and Facilitation Services. The requested work is in support of WRPS's Prime Contract DE-AC27-08RV14800 with the U.S. Department of Energy, Office of River Protection.

Information regarding the submission of a proposal is contained in the attached Solicitation.

This Solicitation is a Small Business set-aside as determined by NAICS Code/Size Standard indicated in Section 5.1 of the Solicitation.

The proposal is due by 4:00 p.m. on September 26, 2016 as indicated in Section 2.1 of this solicitation.

WRPS looks forward to your response.

Very truly yours,

B. H. Bradley,
Senior Procurement Specialist

Attachment

SOLICITATION 292738 CONTENTS

PART A – SOLICITATION.....	3
1.0 Introduction.....	3
1.1 Buyer Not Obligated – Irregularities and Notifications.....	3
1.2 Solicitation Amendments.....	3
2.0 Proposal Submittal.....	3
2.1 Deadline	3
2.2 Identification and Delivery	3
2.3 Withdrawal.....	4
2.4 Notification of Intent to Propose.....	4
2.5 Questions/Comments Regarding the Solicitation	4
3.0 Basis for Award	4
4.0 Proposal Instructions.....	5
4.1 General Proposal Requirements.....	5
4.2 Acceptance of Terms and Conditions	6
4.3 Proposal Validity Period	7
5.0 Notices	7
5.1 North American Industry Classification System (NAICS) Code and Size Standard	7
5.2 Employment Eligibility Verification (E-Verify)	7
6.0 Foreign Nationals.....	7
PART B – SOLICITATION EXHIBITS.....	9
EXHIBIT 1. T&M/LH PRICE PROPOSAL FORM.....	10
EXHIBIT 2. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE	12
EXHIBIT 3. PAST PERFORMANCE	14
EXHIBIT 4. PROPOSED LOWER-TIER SUBCONTRACTORS.....	15
EXHIBIT 5. AGREEMENT EXCEPTIONS	16
EXHIBIT 6. VENDOR ESH&Q QUESTIONNAIRE	17
PART C – MODEL SUBCONTRACT	19

PART A – SOLICITATION**1.0 Introduction**

Washington River Protection Solutions, LLC (WRPS) acting under its contract with the U.S. Department of Energy – Office of River Protection, requests Offeror to submit a proposal for a Time & Materials type of subcontract to provide Staffing Retention Consultation and Facilitation Services. Part A of this Solicitation describes the proposal submittal requirements, instructions, and applicable exhibits/certifications. Part B contains all of the solicitation exhibits. Part C is the Model Subcontract, which contains all of the terms and conditions, attachments, and references that will govern performance of the work.

1.1 Buyer Not Obligated – Irregularities and Notifications

WRPS is not obligated to pay any costs incurred in the preparation and submission of Offeror's proposal, nor required to enter into a subcontract or any other arrangement with Offeror.

1.2 Solicitation Amendments

The Procurement Specialist may issue one or more amendments to the solicitation to make changes or to resolve any problems regarding the solicitation. The Procurement Specialist will issue the amendment in time for prospective Offerors to incorporate any changes into their proposals. If this solicitation is amended, then all terms and conditions that are not amended will remain unchanged. **YOUR FAILURE TO ACKNOWLEDGE THE RECEIPT OF THE AMENDMENT AT THE DESIGNATED LOCATION BY THE SPECIFIED DATE AND TIME MAY RESULT IN REJECTION OF YOUR OFFER.**

2.0 Proposal Submittal

WRPS prefers that the proposal be submitted via e-mail provided that it includes appropriate signatures where required. If Offeror does not have the capability to transmit a signed electronic proposal, Offeror may submit an unsigned proposal via e-mail, however, a signed original must also be submitted. If an e-mail proposal (without signature) is submitted in order to meet the deadline, Offeror must also transmit a signed original via U.S. Postal Service or delivery service. Identify the name of the Procurement Specialist and the Solicitation number to which Offeror is responding on the e-mail transmittal document.

2.1 Deadline

The proposal is due by 4:00 p.m. on September 26, 2016.

2.2 Identification and Delivery

Address a proposal sent via the U.S. Postal Service to:

Response to Solicitation No. 292738

B. H. Bradley, MSIN H1-42
Washington River Protection Solutions, LLC
P.O. Box 850
Richland, WA 99352

The address for a proposal sent via another delivery service is:

851 Smartpark
Richland, WA 99354

Procurement Specialist Contact Information:

Name: B. H. Bradley
Phone Number: (509) 376-1709
Email Address: bryon_h_bradley@rl.gov

2.3 Withdrawal

Offeror may withdraw its proposal by written or electronic notice received at any time prior to award.

2.4 Notification of Intent to Propose

WRPS requests that each prospective Offeror notify the procurement specialist by email no later than **September 16, 2016** whether the Offeror intends to submit a proposal in response to this Solicitation. The Offeror may transmit the notification to the Procurement Specialist via e-mail.

2.5 Questions/Comments Regarding the Solicitation

The Offeror must submit any comments or questions regarding the solicitation to the Procurement Specialist no later than **September 20, 2016**. The Procurement Specialist will answer all questions in writing for the benefit of all prospective Offerors. Questions/Answers will be found on the WRPS Procurement webpage where this Solicitation was posted.

3.0 Basis for Award

WRPS may award one or more subcontracts as a result of this solicitation. Award will be made to the Offeror on technically responsive/lowest offer basis. This solicitation provides the basis for WRPS's evaluation and is keyed to the selection process. Offerors are also advised that WRPS reserves the right to award a subcontract based upon initial offers and without further discussions with offerors. Offeror should provide their best price and technical offers initially.

4.0 Proposal Instructions

4.1 General Proposal Requirements

Organize the proposal as outlined below. Prepare the proposal simply and economically and provide a straightforward and concise presentation of the information requested in the Solicitation Request. Proposals submitted electronically must consist of separate files for the Technical Proposal and the Business and Price Proposal.

4.1.1 Volume I – Technical Proposal

WRPS will evaluate Offeror's technical capabilities/qualifications as well as its pricing for the requirements specified in the Statement of Work. Offeror's proposal must address the following:

- An acknowledgement that the Statement of Work is fully understood and that Offeror has qualified resources to perform the work.
- Résumés of proposed personnel.
- Approach to accomplishing the requirements.
- Address required qualifications (see Statement of Work – Section 12.0).
- Statement of compliance with subcontract insurance requirements as specified in the On-Site Work Provisions, including confirmation that all required insurance certificates will be provided prior to any on-site work.

4.1.2 Volume II – Business and Price Proposal

- Labor: Provide estimated hours by labor category/personnel including fully burdened hourly rates; please provide estimate hours break-out of Steps 1 – 6 indicated in Statement of Work Section 3.0.
- Provide copy of your firm's current published rate list and copy of recent client invoice (client name may be omitted) noting your firm charges other clients same or higher hourly rate(s)
- If utilizing sub-tier labor, provide a copy sub-tier's published rate list, etc. (same as bullet above); sub-tier costs will be utilized at direct pass-thru without mark-up (copy of sub-tier invoice to be included when your firm invoices WRPS).
- Travel: If applicable, provide estimate of travel to include: number of trips, number of travelers (state city of departure), and duration of trip(s). Refer to Article 3.2 "Reimbursement of Travel Expenses" contained in Time and Material/Labor Hour Contract Type Supplemental Provisions when estimating travel expenses.
- Provide screen-print validating your firm has registered with E-Verify – see 5.2 below.

4.1.2.1 Representations and Certifications

WRPS requires the electronic submission of the Representations and Certifications through its [vendor registration web site](#). To start the submission, the offeror will need to be registered with WRPS and have obtained a vendor identification number and form number (password). If assistance is required, please contact WRPS Contract Support at WRPS_Procurement@rl.gov

For this solicitation, an offeror is required to have an electronic Representations and Certifications on file with WRPS for the North American Standard Coding System (NAICS) code identified in the paragraph entitled “North American Industry Classification System (NAICS) Code and Size” below. The certification of a specific NAICS code will be valid for twelve (12) months from its submission. If the offeror’s business conditions change within the twelve (12) month validity period, the offeror shall submit an updated Representations and Certification prior to submittal of the proposal.

4.1.2.2 Additional Information

In order for WRPS to adequately evaluate the proposal, some additional information is required. Please complete and return all forms and documents listed below:

- T&M/LH Price Proposal Form (Exhibit 1).
- Organizational Conflict of Interest Disclosure (Exhibit 2).
- Past Performance Data Form (Exhibit 3).
- Proposed Lower-Tier Subcontractors (Exhibit 4).
- Agreement Exceptions (Exhibit 5).
- Vendor ESH&Q Requirements Questionnaire. (Exhibit 6).

4.2 Acceptance of Terms and Conditions

The subcontract resulting from this Solicitation will be substantially the same as the Model Subcontract that is contained in Part C of the Solicitation. Unless otherwise noted in the proposal, Offeror’s submission of a proposal signifies unqualified acceptance of all of the technical requirements and other terms and conditions of the subcontract that are contained in or referenced in this Solicitation. Interpretations established by Offeror to any part of this Solicitation may be considered an exception.

4.2.1 Exceptions to Technical Requirements and Other Terms and Conditions

Offeror must describe any exceptions (on the Agreement Exceptions form in Part B of this Solicitation) to the technical requirements and other terms and conditions of the Model Subcontract in Part C on which the proposal is based. WRPS considers compliance with the technical requirements and terms and conditions of the Subcontract to be essential. In case of doubt, Offeror should request clarification from the

Procurement Specialist. If any exceptions are taken to the requirements of the Solicitation, the pricing shall be based on the requirements of the Solicitation and the exception(s) priced as alternates. If the proposal is based only on the proposed exceptions, WRPS may determine the proposal to be non-responsive.

4.3 Proposal Validity Period

Offeror's proposal shall remain firm for 60 days after the proposal due date.

5.0 Notices

5.1 North American Industry Classification System (NAICS) Code and Size Standard

The Buyer has determined that North American Industry Classification System (NAICS) Code 541720 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this solicitation is \$20,500,000.00.

5.2 Employment Eligibility Verification (E-Verify)

WRPS anticipates that this award will be subject to the Employment Eligibility Verification requirements established in Federal Acquisition Regulations (FAR) clause 52.222-54, which requires the successful Offeror to enroll and utilize the E-Verify program. Enrollment is done via the Internet at the Department of Homeland Security Web site at <http://www.dhs.gov/E-Verify>. This requirement is applicable to all awards that are more than \$3,000 and not considered a commercial item as defined in FAR Part 2.101.

WRPS reserves the right, prior to award, to require Offeror to submit information which WRPS will use to make a determination whether Offeror has successfully enrolled in the E-Verify program. Such information may include a copy of the last three (3) pages of the enrollment form (i.e. pages 11, 12, and 13) and any other information that may be required to make the appropriate determination.

6.0 Foreign Nationals

SUBCONTRACTORS intending to propose use of any Foreign National (non-US citizens) under this Subcontract, shall provide that information as part of the SUBCONTRACTOR'S proposal submission. Foreign National requests will be processed in accordance with Hanford Site Security procedures and DOE Order 142.3a entitled Unclassified Foreign Visits and Assignment Program. Information for processing requests shall be submitted regardless if the Foreign National works on the Hanford site or elsewhere. Processing of any request are required to be completed/approved prior to commencement of any work. The lead time for processing Foreign National requests can take up to several months depending upon the country of origin and the subject matter involved. If Foreign Nationals are considered for use at any time under a Subcontract, SUBCONTRACTORS shall notify the Procurement Specialist

and Hanford Security of the change. SUBCONTRACTORS shall adhere to the requirements for processing and approval as identified above for any changes in Foreign National use.

PART B – SOLICITATION EXHIBITS

Exhibit	Description
1	T&M/Labor Hour Price Proposal Form
2	Organizational Conflict of Interest Disclosure
3	Past Performance Data Form
4	Proposed Lower-Tier Subcontractors
5	Agreement Exceptions
6	Vendor ESH&Q Requirements Questionnaire

EXHIBIT 1. T&M/LH PRICE PROPOSAL FORM

LABOR				
Line	Description	Est. Hours	Fully Burdened Rate	Total
1				\$ -
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
Labor Subtotal				\$ -
OTHER DIRECT COSTS (ODC's)				
Line	Description	Qty.	Unit Rate	Total
1				\$ -
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
Applicable Sales Tax				\$ -
ODC Subtotal				\$ -
GRAND TOTAL				\$ -

INSTRUCTIONS FOR COMPLETING THE PRICE PROPOSAL FORM

- A. The Compensation Schedule is a Word Document that has Excel worksheets embedded in it. To use the Excel portion of the document, double-click on any of the grayed areas. The Solicitation Compensation Schedule may be converted to a Subcontract Compensation Schedule if the Tank Operating Contractor (WRPS) makes an award.
- B. Under “Labor,” enter the proposed names or labor categories as well as the estimated hours, and fully burdened rates. Lines in the spreadsheet can be added or deleted as needed. The totals are automatically computed.
- C. Under “Other Direct Costs,” include any proposed costs as described in Article 1.2 of the Supplemental Provisions – Time & Material/Labor Hour Contract Type. Proposed subcontractor labor is to be specified in this section to include name or labor category, estimated hours, unit rate, and proposed total. Also, include any proposed travel in sufficient detail to allow WRPS to evaluate and determine that proposed costs are consistent with the [Federal Travel Regulations](#).
- D. The WRPS Direct Pay Permit will not apply to the resultant subcontract/purchase order. Therefore, the Offeror’s price shall include all applicable Federal, State, county, municipal, or other taxes. For information relating to Sales and Use Tax in Washington State please reference the following website: <http://dor.wa.gov/content/home/>. Offeror shall list separately, in this Compensation Schedule, any such tax applicable to any goods/service payable by WRPS.
- E. This form may be modified to add additional labor categories and multiple pages may be used to show additional option years.

**EXHIBIT 2. ORGANIZATIONAL CONFLICT OF INTEREST
CERTIFICATION AND DISCLOSURE**

Rev. 3

6/22/16

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government or WRPS, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

It is WRPS's policy to avoid situations, which place an Offeror in a position wherein it may not be able to compete on an equal basis for WRPS-controlled work with other qualified Offerors. This representation, and the information disclosed thereby, will serve to advise WRPS whether or not an Offeror's judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, the Offeror may have or appear to have which relates to the work to be performed under a subcontract which may result from this solicitation, thus providing the Offeror an unfair competitive advantage over others. The term "Offeror" herein means the proposing entity or any of its affiliates or proposed consultants or subcontractors of any tier. Therefore:

Offeror shall provide WRPS a statement which describes in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work described in the statement of work of this solicitation. Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of affiliates or other divisions or sections of the proposing entity and how that structure or system would avoid or mitigate an organizational conflict of interest.

Offeror shall assure that any consultants and/or subcontractors identified in its proposal which will perform part or all of any resulting subcontract submit the same information as required above, either as part of the Offeror's proposal or directly to WRPS, prior to the time and date set forth for the receipt of proposals, including identification of the solicitation number and the (Offeror's) proposal to which it relates.

Offeror shall assure that each of its chief officers or directors, if any, who will be directly involved in the actual performance of the subcontract, submit such information.

Offeror shall promptly provide to WRPS information concerning any changes, including additions, in its relevant facts reported, that occur between the time of submission of its proposal and the award of a subcontract or the time the Offeror is notified that it is no longer being considered for an award.

WRPS will review the information submitted and may require additional relevant information or certifications from the Offeror. All such information, and any other relevant information known to WRPS, will be used to determine whether an award to the Offeror may create an organizational conflict of interest with respect to the Offeror's (1) bias caused by financial, contractual, organizational, or other interests which relate to the work to be performed under the subcontract,

resulting in Offeror being unable to render impartial, technically sound, and objective assistance or advice, or (2) obtaining an unfair competitive advantage over other parties. If WRPS determines a conflict exists which would require some action to mitigate an actual or potential conflict of interest that would otherwise represent an unacceptable risk to WRPS, it may, at its sole discretion: (1) impose appropriate terms or conditions necessary to avoid or mitigate the conflict, (2) disqualify the offer, or (3) proceed with an award despite the conflict.

Offeror refusal to submit the representation and/or to provide the disclosure or any additional information requested by WRPS may result in disqualification of the Offeror for an award. Misrepresentation of material facts or other reported information may also result in disqualification. If any such misrepresentation is discovered following award, WRPS may terminate the contract for default or seek other remedies including actions pursuant to 18 U.S.C. 1001.

Depending on the nature of the subcontract activities, Offeror may, because of the existence of possible organizational conflicts of interest, propose to exclude specific kinds of work from the statement of work contained in the original solicitation, unless the solicitation specifically prohibits such exclusion. Any proposed exclusion may be considered by WRPS in the evaluation of proposals, but may ultimately determine the proposal to be unacceptable.

No work shall be performed, and WRPS will not authorize work to begin, until representations and disclosure information has been evaluated. WRPS may also, at its option, permit missing representations or disclosure information to be provided by an Offeror at any time during the pre-award process.

In lieu of or in addition to the above and/or when requested by WRPS, Offeror shall provide a certification similar to the following, altered only to reflect the relevant facts:

CONFLICT OF INTEREST DISCLOSURE STATEMENT

I hereby certify that, to the best of my knowledge and belief, no facts exist relevant to any past, present, or currently planned interest or activity (financial, contractual, personal, organizational, or otherwise) that relate to the proposed work; and bear on whether I and the Offeror have a possible conflict of interest with respect to being able to render impartial, technically sound, and objective assistance or advice, or being given unfair competitive advantage.

Offeror Representative

Date

Authorized

EXHIBIT 3. PAST PERFORMANCE

Rev. 0

1/1/03

Please type or print at least two (2) and as many as five (5) references to recently completed or substantially complete contracts with requirements similar to those described within this solicitation.

CLIENT NAME CONTACT NAME TELEPHONE NO.	CONTRACT NO. CONTRACT DATE	START DATE END DATE CONTRACT VALUE	CONTRACT TERMINATED? (Y/N) <i>Explain in attachment</i>

NAME AND ADDRESS OF OFFEROR**NAME OF SIGNER****TITLE OF SIGNER****OFFEROR** *(Signature of person authorized to sign)***DATE**

EXHIBIT 4. PROPOSED LOWER-TIER SUBCONTRACTORS

Rev. 2

8/22/2016

Please type or print the names and contact information for all of the lower-tier subcontractors. Use additional sheets if necessary.

LOWER-TIER SUBCONTRACTOR/SUPPLIER CONTACT NAME TELEPHONE NO.	DESCRIPTION OF SERVICES TO BE PROVIDED	**APPROXIMATE AWARD AMOUNT

NAME AND ADDRESS OF OFFEROR OFFEROR <i>(Signature of person authorized to sign)</i>	NAME OF SIGNER
	TITLE OF SIGNER
	DATE

** APPROXIMATELY ____% OF TOTAL SUBCONTRACTED AMOUNT TO BE PERFORMED BY LOWER-TIER SUBCONTRACTOR. PERCENTAGE OF LOWER-TIER SUBCONTRACTED WORK SHALL NOT EXCEED 70% OF TOTAL SUBCONTRACT AMOUNT. SUBCONTRACTOR'S ARE REQUIRED TO NOTIFY PROCUREMENT SPECIALIST WHENEVER % OF LOWER-TIER WORK IS ANTICIPATED OR REACHES 70%.

EXHIBIT 5. AGREEMENT EXCEPTIONS

NOTICE: Any exceptions to the proposed subcontract terms and conditions must be indicated below. Washington River Protection Solutions, however, reserves the right to disqualify offers which deviate from the Solicitation. If the offeror has no exceptions, please write "None" below.

NAME AND ADDRESS OF OFFEROR	NAME OF SIGNER
	TITLE OF SIGNER
	DATE
OFFEROR <i>(Signature of person authorized to sign)</i>	

EXHIBIT 6. VENDOR ESH&Q QUESTIONNAIRE

Subcontractor Name:

Subcontractor Address:

City: **State:** **Zip:**

Subcontractor Point of Contact:

Email:

All contractors working on the Hanford Site are expected to safely perform in a quality manner while protecting worker health and the environment. Please answer the following questions about how your company implements ESH&Q.

#	Question
1.	Does your company have a documented environmental, occupational safety, healthy and quality program that complies with applicable local, state, federal, and DOE regulatory requirements? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
2.	Are your employees trained and equipped to perform their assigned work? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
3.	Do you have an established orientation program for new hires that includes ESH&Q? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
4.	Does your company have policies and procedures in place to eliminate accidents, injuries/illness, and damage to property and equipment? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
5.	Are company ESH&Q records adequately and properly maintained? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
6.	Are accidents/incidents investigated promptly and reports generated? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
7.	If the investigation discovers inadequacies in either the work process or the policies and procedures, are the appropriate processes in place to avert the accident/incident in the future and are personnel provided proper training? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
8.	Are hazards identified and appropriate measures taken to ensure that personnel and equipment are adequately protected as a result of identified hazards. Yes: <input type="checkbox"/> No: <input type="checkbox"/>
9.	Do your employees have the right to report unsafe conditions and to interrupt or stop work without fear of reprisal? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
10.	Is the frequency of ESH&Q meetings with employees scheduled to discuss the work to be performed hazards associated with the work based on the scope of work and commensurate with the work hazards? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
11.	Are ESH&Q inspections/audits conducted to evaluate the effectiveness of your program?

	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
12.	Does your company have an average Experience Modification Rate (EMR) of 1.0 or less for the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your EMR?
13.	Does your company have an average Occupational Safety and Health Administration (OSHA) Recordable Case Rate of 3.2 or less for the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your Recordable Case rate?
14.	Does your company have an average OSHA Lost Workday case rate of 0.64 or less for the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your OSHA Lost Workday case rate?
15.	Does your construction company have an average OSHA Lost Workday case rate of 3.0 or less for the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your OSHA Lost Workday case rate?
16.	Does your company have an established, written Hazard Communication Program? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
17.	Does your company have a system within the Hazard Communication Program to maintain Material Safety Data Sheets (MSDS)? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
18.	Has your company been cited for a(n) willful violation(s) from any regulatory agency during the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
19.	Has your company been fined for Nuclear Regulatory Commission or agreement state non-compliance during the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/>

PART C – MODEL SUBCONTRACT

Subcontract No. TBD	Effective Date: TBD
Issued By: Washington River Protection Solutions, LLC P.O. Box 850 Richland, WA 99352	Subcontractor: TBD

This Subcontract is effective as of TBD, between Washington River Protection Solutions (WRPS) and TBD (“SUBCONTRACTOR”) who hereby agree that all Work specified below, which is a portion of the goods and services to be provided by WRPS for the United States Department of Energy, shall be performed by the SUBCONTRACTOR in accordance with all the provisions of the Subcontract.

- Work to be Performed:** Except as specified elsewhere in the Subcontract, SUBCONTRACTOR shall furnish all labor and materials necessary and required to satisfactorily perform: Provide Staffing Retention Consultation and Facilitation Services
- Period of Performance:** The Subcontract period of performance is specified as: Award through September 28, 2017
- Contract Type:** Time & Materials
- Total Value of Subcontract:** TBD
- Compensation:** As full consideration for the satisfactory performance by SUBCONTRACTOR of this Subcontract, WRPS shall pay to SUBCONTRACTOR compensation in accordance with the prices set forth below consistent with the payment provisions of this Subcontract.

LABOR

Line	Description	Est. Hours	Fully Burdened Rate	Total
1				
2				\$0.00
3				\$0.00

TOTAL LABOR \$0.00

OTHER DIRECT COSTS (ODC's)

TRAVEL & SUBSISTENCE

SALES TAX

Grand Total

NOT-TO-EXCEED

\$0.00

6. Payment Terms: As stated in *Article 3.0, Terms of Payment, of Supplemental Provisions*, payment will be made within 30 calendar days after receipt of a properly prepared invoice unless otherwise agreed to between SUBCONTRACTOR and WRPS.

7. Authorized Personnel: Only the following named WRPS individuals are authorized to make changes to this document:

B. H. Bradley, Senior Procurement Specialist

M. J. DePeel, Manager, Subcontracts

J. M. Legarreta, Manager, Procurement

8. Designation of Technical Representative: WRPS hereby designates the following as the Buyer's Technical Representative (BTR), for this Subcontract:

Name: TBD

Phone: (509) -

Mail Stop:

9. Special Provisions

9.1 Key Personnel

In accordance with the General Provisions article entitled, "Key Personnel," the following named individuals have been determined to be key personnel assigned to the performance of this Subcontract.

1.

2.

9.2 Organizational Conflicts of Interest (DEAR 952.209-72) – Alternate 1 (Modified)

(a) Purpose. The purpose of this clause is to ensure that the SUBCONTRACTOR (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the SUBCONTRACTOR and any of its affiliates or their successors in interest (hereinafter collectively referred to as "SUBCONTRACTOR") in the activities covered by this clause as a subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of SUBCONTRACTOR's Work Product.

(i) The SUBCONTRACTOR shall be ineligible to participate in any capacity in Department of Energy (DOE) subcontracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the SUBCONTRACTOR's performance of work under this Subcontract for a period of five years after the completion of this Subcontract. Furthermore, unless so directed in writing by the WRPS Procurement Representative, the

SUBCONTRACTOR shall not perform any advisory and assistance services work under this Subcontract on any of its products or services or the products or services of another firm if the SUBCONTRACTOR is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the SUBCONTRACTOR from competing for follow-on subcontracts for advisory and assistance services.

(ii) If, under this Subcontract, the SUBCONTRACTOR prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the SUBCONTRACTOR shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The SUBCONTRACTOR shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the DOE contracting officer or the WRPS Procurement Specialist, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the SUBCONTRACTOR from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information.

(i) If the SUBCONTRACTOR, in the performance of this Subcontract, obtains access to information, such as WRPS or DOE plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the SUBCONTRACTOR agrees that without prior written approval of the WRPS Procurement Specialist it shall not:

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for WRPS or the DOE based on such information for a period of six (6) months after either the completion of this Subcontract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to WRPS or the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the DOE.

(ii) In addition, the SUBCONTRACTOR agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Subcontract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The SUBCONTRACTOR may use technical data it first produces under this Subcontract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this Subcontract.

(c) Disclosure after award. (1) The SUBCONTRACTOR agrees that, if changes, including additions, to the facts disclosed by it prior to award of this Subcontract, occur during the performance of this Subcontract, it shall make an immediate and full disclosure of such changes in writing to the WRPS Procurement Specialist. Such disclosure may include a description of any action which the SUBCONTRACTOR has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. WRPS may, however, terminate the Subcontract for convenience if it deems such termination to be in the best interest of the Government. (2) In the event that the Subcontractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the WRPS Procurement Specialist, WRPS may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this Subcontract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, WRPS may terminate the Subcontract for default, disqualify the SUBCONTRACTOR from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this Subcontract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the WRPS Procurement Specialist and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of WRPS and the Government, the WRPS Procurement Specialist may grant such a waiver in writing.

(f) (1) The SUBCONTRACTOR shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with FAR Part 13 and involving the performance of advisory and assistance services as that term is defined at FAR 37.201. The terms "contract," "contractor," and "contracting officer" shall be appropriately modified to preserve the Government's rights.

(2) Prior to the award under this Subcontract of any such lower-tier subcontracts for advisory and assistance services, the SUBCONTRACTOR shall obtain from the proposed lower-tier subcontractor or consultant the disclosure required by DEAR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the lower-tier subcontractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the SUBCONTRACTOR. If the conflict cannot be avoided or neutralized, the SUBCONTRACTOR must obtain the approval of the WRPS Procurement Specialist prior to entering into the lower-tier subcontract.

9.3 Prior Written Permission Required For Travel

SUBCONTRACTOR travel shall be approved by the BUYER's authorized procurement representative prior to arranging, conducting, and/or incurring travel expenses by SUBCONTRACTOR or the SUBCONTRACTOR's employees.

10. List of Subcontract Attachments

The following attachments are hereby incorporated into and made a part of this Subcontract. They shall have the same force and effect as if written into the body of the Subcontract. SUBCONTRACTOR is responsible for downloading and complying with the applicable revision as identified below.

*A hyperlink is provided for downloading the referenced General Provisions, Supplemental Provisions, On-Site Work Provisions and Preliminary Hazard Analysis:

<http://www.hanford.gov/tocpmm/page.cfm?page=11>

Attachment No.	Title	Revision	Date
1	**Statement of Work	0	08/31/2016
2	*Preliminary Hazard Analysis PHA ID:31	NA	10/01/2014
3	*General Provisions	5	08/24/2016
4	*Supplemental Provisions – Time & Materials/Labor Hour Contract Type	3	01/26/2016
5	*On-Site Work Provisions	3	08/09/2016
6	Master Submittal Register	0	TBD

The SUBCONTRACTOR shall acknowledge this document, as provided herein, regardless of dollar value, by signing below and returning a signed copy of this Subcontract. This signature represents certification that all submissions (including electronic) associated with this Subcontract award are accurate, current, and complete.

Authorizing Signatures:

Subcontractor

Washington River Protection Solutions, LLC

DO NOT SIGN – EXAMPLE ONLY

Name:
Title:
Phone:

Date

B. H. Bradley
Senior Procurement Specialist
Phone: (509) 376-1709

Date